

1 BILL NO. S-89-03-14

2 SPECIAL ORDINANCE NO. S-64-89

3 AN ORDINANCE approving the awarding of
4 Reference #1370 by the City of Fort
5 Wayne, Indiana, by and through its
6 Department of Purchasing and JACKSON
7 WRECKING CO., RICHARD NESS EXCAV. &
8 TRKG. CO., INC. AND RON LUNZ, INC. for
9 the Neighborhood Enforcement Code
10 Division.

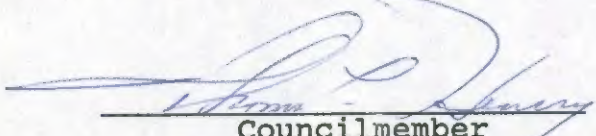
11 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF
12 THE CITY OF FORT WAYNE, INDIANA;

13 SECTION 1. That Reference #1370 between the City of
14 Fort Wayne, by and through its Department of Purchasing and
15 JACKSON WRECKING CO., RICHARD NESS EXCAV. & TRKG. CO., INC.
16 AND RON LUNZ, INC. for the Neighborhood Enforcement Code
17 Division, respectfully for:

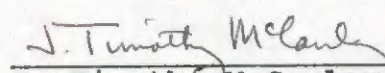
18 the demolition and lot restoration of
19 (14) houses and (3) garages for the
20 Neighborhood Enforcement Code Division;

21 involving a total cost of Twenty-Two Thousand Eight Hundred
22 Thirty-Six and no/100 Dollars (\$22,836.00) - (Ron Lunz-
23 \$925.00; Jackson Wrecking - \$8,842.00; Richard Ness-
24 \$13,069.00), all as more particularly set forth in said
25 Reference #1370 which is on file in the Office of the
26 Department of Purchasing, and is by reference incorporated
27 herein, made a part hereof, and is hereby in all things
28 ratified, confirmed and approved.

29 SECTION 2. That this Ordinance shall be in full force
30 and effect from and after its passage and any and all
31 necessary approval by the Mayor.

32 
Councilmember

APPROVED AS TO FORM
AND LEGALITY


J. Timothy McCaulay, City Attorney

Reference # 1370

Department NECD

Date 3/22/89

PURCHASING INFORMATION

Advertised Bid xxx Opening Date 3/02/89
Dates Advertised 2/9/89 & 2/16/89

Written Quote n/a Due Date _____

Verbal Quote n/a

Number of Vendors Notified 11

Number of Vendors Requesting Bid Information 5

Number of Vendors Responding 4

Number of Vendors Disqualified 0

Number of Vendors not Responding 7

Date Sent to Department for Recommendation 3/03/89

Date Recommendation is Received in Purchasing 3/13/89

Information Sent to Law Department 3/22/89

Introduction Date 3/27/89

Discussion Date 4/04/89

Passage Date _____

Ordinance # _____

Amount Approved and/or Spent Last Year, if Applicable _____

REFERENCE NO. 1370
NECD/DEMO'S

ADDRESS	JACKSON WRECK DEMO	LOT	RICHARD NESS DEMO	LOT	RON LUNZ DEMO	LOT	MARTINS DEMO	LOT
2834 S. BARR	N/B	N/B	\$1,923.00	\$200.00	\$2,450.00	\$250.00	\$3,800.00	\$300.00
3804 COVINGTON	N/B	N/B	\$800.00	\$200.00	\$800.00	\$125.00	\$2,100.00	\$250.00
802 HAMILTON	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
1308 S. HANNA	\$1,699.00	\$200.00	\$1,000.00	\$200.00	\$1,575.00	\$250.00	\$2,750.00	\$300.00
821 E. LEWIS	\$2,400.00	\$300.00	\$2,495.00	\$200.00	\$2,900.00	\$250.00	\$3,600.00	\$300.00
1216 MCCULLOCH	\$1,800.00	\$250.00	\$2,495.00	\$200.00	\$2,250.00	\$200.00	\$2,500.00	\$300.00
410 E. MASTER.	N/B	N/B	\$2,495.00	\$200.00	\$2,825.00	\$200.00	\$3,650.00	\$300.00
1329 PONTIAC	\$1,800.00	\$192.00	\$1,995.00	\$200.00	\$2,375.00	\$250.00	\$2,850.00	\$300.00
2026 REIDMILL.	N/B	N/B	\$2,756.00	\$200.00	\$3,200.00	\$250.00	\$4,500.00	\$300.00
3031 SMITH	\$1,850.00	\$250.00	\$2,025.00	\$200.00	\$2,850.00	\$250.00	\$3,250.00	\$300.00
1309 WOODBINE	\$1,800.00	\$200.00	\$1,200.00	\$200.00	\$2,300.00	\$250.00	\$1,800.00	\$250.00
1002 E. WASH.	\$3,200.00	\$200.00	\$2,495.00	\$200.00	\$2,900.00	\$250.00	\$3,100.00	\$300.00
TOTAL:	\$14,549.00	\$1,592.00	\$21,679.00	\$2,200.00	\$26,425.00	\$2,525.00	\$33,900.00	\$3,200.00

INVITATION TO BID
DEPARTMENT OF PURCHASING
CITY OF FORT WAYNE, ALLEN COUNTY, INDIANA
ONE MAIN STREET - ROOM 350
219-427-1101

BID OPENING DATE: 3-2-89 @ 11:00 AM

BID REFERENCE # 1370

BIDS SHOULD BE DELIVERED TO DEPARTMENT OF PURCHASING, ROOM 350, CITY-COUNTY BUILDING UP TO 11:00 A. M. ON OR BEFORE OPENING DATE.

SEALED BIDS WILL BE OPENED PUBLICLY AT 11:01 A.M. IN THE BOARD OF WORKS AND SAFETY CONFERENCE ROOM ON THE THIRD FLOOR OF THE CITY-COUNTY BUILDING. "NO LATE BIDS WILL BE ACCEPTED AFTER 11:00 A.M. FOR ANY REASON WHATSOEVER."

THIS INVITATION FOR BID IS FOR the demolition and restoration of sixteen (16) +/- structures throughout the City of Fort Wayne

AND REQUESTED BY Safe Housing

PLEASE RETURN THIS FORM AND/OR ANY OF THE OTHER FORMS AS REQUESTED ON THE THE SHEET OF CONTENTS WITH YOUR SEALED BID.

THIS BID REQUIRES A XXXXXX 5% BID BOND, CERTIFIED CHECK, OR CASHIER'S CHECK OF ALL BIDDERS.

THIS BID REQUIRES A XXXXXX 100% PERFORMANCE BOND OF SUCCESSFUL BIDDER(S).

PROMPT PAYMENT DISCOUNTS WILL BE ALLOWED AS FOLLOWS: _____ %
IF PAID WITHIN _____ DAYS.

THE CITY OF FORT WAYNE IS EXEMPT FROM FEDERAL EXCISE AND INDIANA STATE SALES TAX. THE CITY'S INDIANA SALES TAX EXEMPTION CERTIFICATE NUMBER IS 356-001-255-0013. PRICES SHOULD NOT INCLUDE THESE TAXES.

THE EXECUTION HEREOF BY THE BIDDER IS ACCEPTANCE OF ALL TERMS AND CONDITIONS HEREIN AND IN THAT REGARD THE BIDDER AGREES TO BE BOUND BY SAME AND BE BOUND TO THE AMOUNT OF HIS/HER BID FOR A PERIOD OF NINETY (90) DAYS.

FIRM NAME

Tackson Wrecking Co.

STREET ADDRESS

Rt 4 Box 529

CITY

Rochester IN 46475

BY

[Signature]
REPRESENTATIVE SIGNATURE

PHONE

542-2612

SCHEDULE

The contractor agrees to furnish at his/her/its own cost all labor, insurance, materials, equipment, and power for the complete performance of the projects.

All work will be performed in accordance with: the IFB, this contract and the applicable plans, specifications, and drawings for a TOTAL PRICE OF \$_____. (If unit prices are applicable, the contractor agrees to perform for those unit prices as set forth in the Schedule of Unit Prices attached hereto.)

The services shall be commenced by 5-7-74
(date of award of contract unless otherwise specified) and completed by Contract Spec.

/ / LIQUIDATED DAMAGES PROVISION. This clause shall be applicable to this contract only if the box contains a checkmark or an "X".

It is hereby agreed by and between the City of Fort Wayne and contractor that time is of essence of this agreement and the contractor agrees that it will complete the project as herein defined on or before _____. The parties agree that it is a business and governmental necessity that the project be completed by this date. The parties agree that in the event the project is not completed by this date that it will be difficult or impossible to make an accurate determination of the damages that would be incurred by the City of Fort Wayne, and therefore provide for liquidated damages in the sum of \$_____ per day as a reasonable estimate as to the damages which would be incurred by the City of Fort Wayne. The parties further agree that causes beyond the control of the contractor may delay the completion date. Therefore, the parties agree that delays in the completion date beyond the control of the contractor shall not result in the liquidated damages.

Delays beyond the control of the contractor can include but are not necessarily limited to, the following: Acts of God, strikes, lockouts or industrial disturbances, acts of public enemies, restraining orders of any kind by the government of the United States of America or the State of Indiana or any of their departments, agencies, or officials, or any civil or military authority, insurrections, riots, landslides, earthquakes, fires, incapacitating storms, floods, and explosions.

PROPOSAL AND BID SURETY FORM

Page 1 of 1

REFERENCE
BID DATE:

#1370
3-2-89

PROPOSAL:

In compliance with the foregoing invitation to bid and subject to all of the conditions thereof the undersigned offers and agrees, if this bid is accepted within a reasonable time from date of opening of bids, to enter into a contract in accordance with the prices stated herein.

The Legal Advertisement, General Conditions, Instructions to Bidders, Information for Bidders, Special Conditions, Specifications, and Plans applying form a part of this proposal.

This proposal is supported by the following bid surety as required by law and signatures affixed thereto constitute both a proposal and bid surety executed by the bidder.

BID SURETY (REQUIRED BY LAW):

BOND FORM: (USE THIS BOND FORM—NO ALTERNATE FORM OF BOND WILL BE CONSIDERED).

KNOW ALL MEN BY THESE PRESENTS, THAT we, the undersigned, are held and firmly bound unto the City of Fort Wayne, State of Indiana, in the sum of ---FIVE PERCENT (5%) OF THE AMOUNT

OF THE ACCOMPANYING BID---

to be paid on demand to said City of Fort Wayne, its successors and assigns for which payment well and truly to be made, we hereby bind ourselves, our heirs, successors, executors, and administrators, jointly and severally firmly by these presents.

The condition of this obligation is such that if the bid or proposal attached hereto and made a part hereof and submitted to the within named division of the City of Fort Wayne or its duly constituted agent, is accepted and a contract awarded to the undersigned bidder and the said bidder shall within ten (10) days after notice of said award enter into a contract with the said City of Fort Wayne, State of Indiana, and shall secure the performance of the same by bond or otherwise as may be required to the satisfaction of the City of Fort Wayne, Indiana then this obligation shall be null and void; otherwise to be in full force and effect.

BID CHECK (ALTERNATE FORM OF SURETY):

Certified ☐

Cashiers ☐

Check No. _____

in the sum of _____

If a corporate surety is furnished, it is necessary that a certificate authorizing the "attorney-in-fact" to sign the bond accompanying the same.

on _____ Dollars

of _____ Bank

is herewith submitted and deposited in lieu of bond under the same terms and conditions as set forth in the above bond.
Note: If Check is used as Bid Surety—Attach here.

SIGNATURES (BID SURETY AND PROPOSAL):

Witnessed by:

Beverly Jackson

OTHER PARTIES INTERESTED IN THIS PROPOSAL

(See 14—Signatures under General Conditions, etc.)

List all Parties if Partnership

BIDDER
AND
PRINCIPAL

JACKSON WRECKING COMPANY

Name of Bidder—Print or Type

By

[Signature]
Signature of Person Authorized to Sign

Title

owner

R. R. #4, Box 529

Street Name and Number

Rochester, IN. 46975

City, State and Zip Code

Date

3-2-89

SEE COVER LETTER

THE OHIO CASUALTY INSURANCE COMPANY

Name of Company — Print or Type

Incorporated

OHIO

In the State of:

Address 6515 E. 82nd St., P. O. Box 50011

Indianapolis, IN. 46250

By

[Signature]
Mabel E. Leg, Sign on this Line Attorney-in-Fact

SURETY

Witnessed by:

Gloria F. Schaeckel

Gloria F. Schaeckel

THE OHIO CASUALTY INSURANCE COMPANY

HOME OFFICE, HAMILTON, OHIO

Know All Men by These Presents: That THE OHIO CASUALTY INSURANCE COMPANY, in pursuance of authority granted by Article VI, Section 7 of the By-Laws of said Company, does hereby nominate, constitute and appoint:

James W. Funk, Jr. or Mabel E. Lee - - - - - of Indianapolis, Indiana - - - - -

its true and lawful agent and attorney -in-fact, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all BONDS, UNDERTAKINGS, and RECOGNIZANCES, not exceeding in any single instance

ONE MILLION - - - - - (\$ 1,000,000.00 -) Dollars, excluding, however, any bond(s) or undertaking(s) guaranteeing the payment of notes and interest thereon

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Hamilton, Ohio, in their own proper persons.

The authority granted hereunder supersedes any previous authority heretofore granted the above named attorney(s)-in-fact.



In WITNESS WHEREOF, the undersigned, officer of the said The Ohio Casualty Insurance Company has hereunto subscribed his name and affixed the Corporate Seal of the said The Ohio Casualty Insurance Company this 14th day of January 19 85.

Richard T. Hoffman
Asst. Secretary

STATE OF OHIO, } SS.
COUNTY OF BUTLER }

On this 14th day of January A. D. 19 85 before

the subscriber, a Notary Public of the State of Ohio, in and for the County of Butler, duly commissioned and qualified, came Richard T. Hoffman, Asst. Secretary - - - of THE OHIO CASUALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn deposed and saith, that he is the officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at the City of Hamilton, State of Ohio, the day and year first above written.



Dorothy Bibbe
Notary Public in and for County of Butler, State of Ohio
My Commission expires December 24, 1989

This power of attorney is granted under and by authority of Article VI, Section 7 of the By-Laws of the Company, adopted by its directors on April 2, 1954, extracts from which read:

"ARTICLE VI"

"Section 7. Appointment of Attorney-in-Fact, etc. The chairman of the board, the president, any vice-president, the secretary or any assistant secretary shall be and is hereby vested with full power and authority to appoint attorneys-in-fact for the purpose of signing the name of the Company as surety to, and to execute, attach the corporate seal, acknowledge and deliver any and all bonds, recognizances, stipulations, undertakings or other instruments of suretyship and policies of insurance to be given in favor of any individual, firm, corporation, or the official representative thereof, or to any county or state, or any official board or boards of county or state, or the United States of America, or to any other political subdivision."

This instrument is signed and sealed by facsimile as authorized by the following Resolution adopted by the directors of the Company on May 27, 1970:

"RESOLVED that the signature of any officer of the Company authorized by Article VI Section 7 of the by-laws to appoint attorneys in fact, the signature of the Secretary or any Assistant Secretary certifying to the correctness of any copy of a power of attorney and the seal of the Company may be affixed by facsimile to any power of attorney or copy thereof issued on behalf of the Company. Such signatures and seal are hereby adopted by the Company as original signatures and seal, to be valid and binding upon the Company with the same force and effect as though manually affixed."

CERTIFICATE

I, the undersigned Assistant Secretary of The Ohio Casualty Insurance Company, do hereby certify that the foregoing power of attorney, Article VI Section 7 of the by-laws of the Company and the above Resolution of its Board of Directors are true and correct copies and are in full force and effect on this date.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Company this 24th day of Feb, A.D., 19 89



James W. Funk, Jr.
Assistant Secretary

THE BIDDER HEREBY ACKNOWLEDGES AND AGREES TO THE FOLLOWING SPECIFICATIONS:

- A. 1. The contractor shall, at his/her own expense, secure and pay to the appropriate department of the local government, the fees or charges for all permits required for demolition, sidewalks, sheds, pavement cuts and repaving of streets and sidewalks, and all other building, electrical, plumbing, gas and sewer permits necessary under the local regulatory body or any of its agencies.
2. Wages paid on the project shall not be less than the scale determined by law. The contractor shall submit weekly, a duplicate copy of his/her payroll, for the duration of the job, to the Administrator of Safe Housing and Building Standards, to substantiate the payment of the wage scale.
- B. The contractor shall comply with the applicable laws and ordinances governing the disposal of materials, debris, rubbish and trash on or off the area and shall commit no trespass on any public or private property in any operation due to or connected with the demolition and site clearance.
- C. The bidder must state how soon he/she can begin work, after the award of the contract. Within 5 days.
- D. The Safe Housing Enforcement Manager, shall be notified on the date of the start of demolition of each structure, and each structure shall be removed and site property cleared within five (5) calendar days after starting date on that structure. For failure to comply, the contractor will pay five percent (5%) of the bid price per day per parcel as liquidated damages for each day that the work is not completed beyond five (5) days from the beginning of demolition of each structure, unless proper written approval of a longer completion period is obtained from the Safe Housing Enforcement Department Administrator.
- E. The contractor hereby agrees to the following details regarding the demolition of the above structures:
1. Demolish and remove all building and appurtenances thereto. After demolition is started the Contractor is to work on it continuously until completion unless otherwise stated in writing by the Safe Housing and Building Standards Administrator.
2. Maintain control over operations to eliminate hazards to area residents. Nails and other tire puncturing items shall not be dropped on streets, alleys and adjacent property. Existing public streets, curbs and sidewalks shall be protected from damage as much as possible. When possible, the contractor shall enter the properties to be cleared from the

BID REFERENCE #1370

Department of Safe Housing and Building Standards

Demolition and lot restoration

Bid Price Totals

<u>ADDRESS</u>	<u>STRUCTURE</u>	<u>COST OF DEMOLITION</u>	<u>COST OF LOT RESTORATION</u>
2834 S Barr	House	\$ <u>No Bid</u>	\$ _____
3804 Covington Rd	House	\$ <u>No Bid</u>	\$ _____
802 Hamilton	Garage	\$ <u>No Bid</u>	\$ _____
1308 S Hanna	House	\$ <u>1,699⁰⁰</u>	\$ <u>200.00</u>
3020 S Hanna	Garage	\$ _____	\$ _____
2914 Holton	House & Garage	\$ <u>4,520.00</u>	\$ <u>400.00</u>
821 E Lewis	House	\$ <u>2,400.00</u>	\$ <u>300.00</u>
1216 McCulloch	House	\$ <u>1,800.00</u>	\$ <u>250.00</u>
410 E Masterson	House & Garage	\$ _____	\$ _____
1329 E Pontiac	House	\$ <u>1,800.00</u>	\$ <u>192.00</u>
2026 Reidmiller	House	\$ <u>No Bid</u>	\$ _____
3227 Rodgers	House	\$ <u>No Bid</u>	\$ _____
2213 Smith	House	\$ <u>2,700.00</u>	\$ <u>210.00</u>
3031 Smith	House & Garage	\$ <u>1,850.00</u>	\$ <u>250.00</u>
1309 Woodbine Place	House	\$ <u>1,800.00</u>	\$ <u>200.00</u>
1002 E Washington	House	\$ <u>3,200.00</u>	\$ <u>200.00</u>
	TOTALS	\$ _____	\$ _____

CERTIFICATION OF BIDDER/VENDOR

The undersigned, on behalf of Jackson Wrecking Company, does hereby make the following representations to the City of Fort Wayne, Indiana.

WHEREAS, it is acknowledged that the Common Council of the City of Fort Wayne, Indiana, has passed an ordinance condemning the apartheid policies of the country of South Africa;

WHEREAS, Council's ordinance requires that all persons, firms or corporations submitting bids to the City, for goods and services, certify, as part of the bid, that such entity does not support the policies of apartheid in South Africa.

The undersigned states, on behalf of Harvey Jackson, that Jackson Wrecking Co does not support or endorse the policy of apartheid in South Africa.

IN WITNESS WHEREOF, this Certification has been signed this 2 day of March, 1989.

Harvey Jackson
(Name of Bidder/Vendor)

owner - Harvey Jackson
(Name and Title of Person Signing)

BID, OFFER OR PROPOSAL FOR SALE OR LEASE OF MATERIALS

(Defined at I.C. 36-1-2-9.5)
(Please type or print)

- Date: 3-2-89
1. Governmental Unit: City of Ft Wayne, Safe Housing
2. County: Allen
3. Bidder (Firm): JACKSON WRECKING CO.
Address: Box 524
City/State: ROCHESTER IND
4. Telephone Number: 219-342-2612
5. Agent of Bidder (if applicable): HARVEY JACKSON

Pursuant to notices given, the undersigned offers bid(s) to Demolish Hot Rods to City of
Governmental Unit) in accordance with the following attachment(s) which specify the class or item number or
description, quantity, unit, unit price and total amount. Ft Wayne

The contract will be awarded by classes or items, in accordance with specifications. Any changes or
omissions in the items specified will render such bid void as to that class or item. Bidder promises that
he will not offer nor received a less price than the price stated in his bid for the materials included in
his bid. Bidder further agrees that he will not withdraw his bid from the office in which it is filed. A
cash or bond shall be filed with each bid if required, and liability for breach shall be enforce-
able upon the contract, the bond or certified check or both as the case may be.

Signature of Bidder or Agent

BID OFFER OR PROPOSAL

Attach separate sheet listing each item bid based on specifications published by governing body.
The following is an example of the bid format:

Class or Item	Quantity	Unit	Description	Unit Price	Amount
Demolish			Ref 1370		
Restoration				see specif.	

NON-COLLUSION AFFIDAVIT

OF INDIANA)
) SS:
(Allen COUNTY)

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other
person, representative, or agent of the firm, company, corporation or partnership represented by him,
entered into any combination, collusion or agreement with any person relative to the price to be bid by
him at such letting nor to prevent any person from bidding nor to induce anyone to refrain from bidding,
and that this bid is made without reference to any other bid and without any agreement, understanding or

CERTIFICATION OF BIDDER/VENDOR

The undersigned, on behalf of Richard Ness Excav. & Trkg. Co., Inc
_____, does hereby make the following representations
to the City of Fort Wayne, Indiana.


WHEREAS, it is acknowledged that the Common Council
of the City of Fort Wayne, Indiana, has passed an ordinance con-
demning the apartheid policies of the country of South Africa;

WHEREAS, Council's ordinance requires that all persons,
firms or corporations submitting bids to the City, for goods and
services, certify, as part of the bid, that such entity does not
support the policies of apartheid in South Africa.

The undersigned states, on behalf of Richard Ness Excav. &
Trkg. Co., Inc., that Richard Ness, President
does not support or endorse the policy of apartheid in South Africa.

IN WITNESS WHEREOF, this Certification has been signed
this 3rd day of March, 19 89.

Richard Ness Excav. & Trkg. Co., Inc.
(Name of Bidder/Vendor)


(Name and Title of Person Signing)
President

SCHEDULE

The contractor agrees to furnish at his/her/its own cost all labor, insurance, materials, equipment, and power for the complete performance of the projects.

All work will be performed in accordance with: the IFB, this contract and the applicable plans, specifications, and drawings for a TOTAL PRICE OF \$ 30,886.00. (If unit prices are applicable, the contractor agrees to perform for those unit prices as set forth in the Schedule of Unit Prices attached hereto.)

The services shall be commenced by _____
(date of award of contract unless otherwise specified) and completed by Within 60 days of Contract.

/ / LIQUIDATED DAMAGES PROVISION. This clause shall be applicable to this contract only if the box contains a checkmark or an "X".

It is hereby agreed by and between the City of Fort Wayne and contractor that time is of essence of this agreement and the contractor agrees that it will complete the project as herein defined on or before 60 days after contract date. The parties agree that it is a business and governmental necessity that the project be completed by this date. The parties agree that in the event the project is not completed by this date that it will be difficult or impossible to make an accurate determination of the damages that would be incurred by the City of Fort Wayne, and therefore provide for liquidated damages in the sum of \$ ----- per day as a reasonable estimate as to the damages which would be incurred by the City of Fort Wayne. The parties further agree that causes beyond the control of the contractor may delay the completion date. Therefore, the parties agree that delays in the completion date beyond the control of the contractor shall not result in the liquidated damages.

Delays beyond the control of the contractor can include but are not necessarily limited to, the following: Acts of God, strikes, lockouts or industrial disturbances, acts of public enemies, restraining orders of any kind by the government of the United States of America or the State of Indiana or any of their departments, agencies, or officials, or any civil or military authority, insurrections, riots, landslides, earthquakes, fires, incapacitating storms, floods, and explosions.

THE BIDDER HEREBY ACKNOWLEDGES AND AGREES TO THE FOLLOWING SPECIFICATIONS:

- A. 1. The contractor shall, at his/her own expense, secure and pay to the appropriate department of the local government, the fees or charges for all permits required for demolition, sidewalks, sheds, pavement cuts and repaving of streets and sidewalks, and all other building, electrical, plumbing, gas and sewer permits necessary under the local regulatory body or any of its agencies.
2. Wages paid on the project shall not be less than the scale determined by law. The contractor shall submit weekly, a duplicate copy of his/her payroll, for the duration of the job, to the Administrator of Safe Housing and Building Standards, to substantiate the payment of the wage scale.
- B. The contractor shall comply with the applicable laws and ordinances governing the disposal of materials, debris, rubbish and trash on or off the area and shall commit no trespass on any public or private property in any operation due to or connected with the demolition and site clearance.
- C. The bidder must state how soon he/she can begin work, after the award of the contract. Within (10) Ten days.
- D. The Safe Housing Enforcement Manager, shall be notified on the date of the start of demolition of each structure, and each structure shall be removed and site property cleared within five (5) calendar days after starting date on that structure. For failure to comply, the contractor will pay five percent (5%) of the bid price per day per parcel as liquidated damages for each day that the work is not completed beyond five (5) days from the beginning of demolition of each structure, unless proper written approval of a longer completion period is obtained from the Safe Housing Enforcement Department Administrator.
- E. The contractor hereby agrees to the following details regarding the demolition of the above structures:
1. Demolish and remove all building and appurtenances thereto. After demolition is started the Contractor is to work on it continuously until completion unless otherwise stated in writing by the Safe Housing and Building Standards Administrator.
2. Maintain control over operations to eliminate hazards to area residents. Nails and other tire puncturing items shall not be dropped on streets, alleys and adjacent property. Existing public streets, curbs and sidewalks shall be protected from damage as much as possible. When possible, the contractor shall enter the properties to be cleared from the

BID REFERENCE #1370

Department of Safe Housing and Building Standards

Demolition and lot restoration

Bid Price Totals

<u>ADDRESS</u>	<u>STRUCTURE</u>	<u>COST OF DEMOLITION</u>	<u>COST OF LOT RESTORATION</u>	
2834 S Barr	House	\$ <u>1,923.00</u>	\$ <u>200.00</u>	- 2122
3804 Covington Rd	House	\$ <u>800.00</u>	\$ <u>200.00</u>	1,000
802 Hamilton	Garage	\$ <u>---</u>	\$ <u>---</u>	Gone
1308 S Hanna	House	\$ <u>1,000.00</u>	\$ <u>200.00</u>	1200
3020 S Hanna	Garage	\$ <u>---</u>	\$ <u>---</u>	
2914 Holton	House & Garage	\$ <u>2,495.00</u>	\$ <u>200.00</u>	2695
821 E Lewis	House	\$ <u>2,495.00</u>	\$ <u>200.00</u>	2695
1216 McCulloch	House	\$ <u>2,495.00</u>	\$ <u>200.00</u>	2695
410 E Masterson	House & Garage	\$ <u>2,495.00</u>	\$ <u>200.00</u>	2695
1329 E Pontiac	House	\$ <u>1,995.00</u>	\$ <u>200.00</u>	2195
2026 Reidmiller	House	\$ <u>2,756.00</u>	\$ <u>200.00</u>	2956
3227 Rodgers	House	\$ <u>1,598.00</u>	\$ <u>200.00</u>	1798
2213 Smith	House	\$ <u>2,314.00</u>	\$ <u>200.00</u>	2514
3031 Smith	House & Garage	\$ <u>2,025.00</u>	\$ <u>200.00</u>	2225
1309 Woodbine Place	House	\$ <u>1,200.00</u>	\$ <u>200.00</u>	1400
1002 E Washington	House	\$ <u>2,495.00</u>	\$ <u>200.00</u>	2695
	TOTALS	\$ <u>28,086.00</u>	\$ <u>2,800.00</u>	30,886

Bid Bond

Approved by The American Institute of Architects
A.I.A. Document No. A-310 (February 1970 Edition)

KNOW ALL MEN BY THESE PRESENTS, that we RICHARD NESS EXCAVATING & TRUCKING, INC.

as Principal, hereinafter called the Principal, and TRANSAMERICA INSURANCE COMPANY, a corporation duly organized under the laws of the State of California, as Surety, hereinafter called the Surety, are held firmly bound unto

CITY OF FORT WAYNE, DEPARTMENT OF PURCHASING

as Obligee, hereinafter called the Obligee, in the sum of

Five Per Cent (5%) of Maximum Bid -----

Dollars (\$-----)

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

Demolition of 15 Structures

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this

2nd

day of March

A.D. 19 89

RICHARD NESS EXCAVATING & TRUCKING, INC.

Principal

BY: Richard Ness

Title

(Seal)

YASTE, ZENT & RYE AGENCY, INC.

Kathleen A. Conrad

Transamerica Insurance Company

Surety

By: Gerald A. Dahl

Attorney-in-Fact

(Seal)

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS:

That **TRANSAMERICA INSURANCE COMPANY**, a corporation of the State of California, does hereby make, constitute and appoint --- Gerald A. Dahle, John J. Pikel, Donald T. Belbutowski, or Diane T. Green, each individually of Fort Wayne, Indiana---

its true and lawful Attorney(s)-in-Fact, with full power and authority, for and on behalf on the Company as surety, to execute and deliver and affix the seal of the Company thereto, if a seal is required, bonds, undertakings, recognizances or other written obligations in the nature thereof, as follows: --- any and all bonds or undertakings **UNLIMITED** in amount, in any single instance, for or on behalf of this Company in its business, and in accordance with its charter,---

and to bind **TRANSAMERICA INSURANCE COMPANY** thereby, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This appointment is made under and by authority of the following by-laws of the Company which by-laws are now in full force and effect.

ARTICLE VII

SECTION 30. All policies, bonds, undertakings, certificates of insurance, cover notes, recognizances, contracts of indemnity, endorsements, stipulations, waivers, consents of sureties, re-insurance acceptances or agreements, surety and co-surety obligations and agreements, underwriting undertakings, and all other instruments pertaining to the insurance business of the Corporation, shall be validly executed when signed on behalf of the Corporation by the President, any Vice President or by any other officer, employee, agent or Attorney-in-Fact authorized to so sign by (i) the Board of Directors, (ii) the President, (iii) and Vice President, or (iv) any other person empowered by the Board of Directors, the President or any Vice President to give such authorization; provided that all policies of insurance shall also bear the signature of a Secretary, which may be a facsimile, and unless manually signed by the President or a Vice President, a facsimile signature of the President. A facsimile signature of a former officer shall be of the same validity as that of an existing officer.

The affixing of the corporate seal shall not be necessary to the valid execution of any instrument, but any person authorized to execute or attest such instrument may affix the Corporation's seal thereto.

This Power of Attorney is signed and sealed by a facsimile under and by the authority of the following resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 17th day of October 1963.

"Resolved, That the signature of any officer authorized by the By-laws and the Company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **TRANSAMERICA INSURANCE COMPANY** has caused these presents to be signed by its proper officer and its corporate seal to hereunto affixed this 21st day of July, 19 87

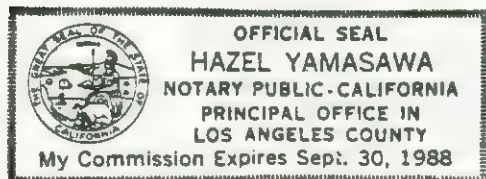


By

J.H. Tanner
J.H. Tanner, Vice President

State of California)
County of) ss

On this 21st day of July, 19 87, before me Hazel Yamasawa, a Notary Public in and for the said County and State, residing therein, duly commissioned and sworn, personally appeared J.H. Tanner personally known to me (or proved to me on the basis of satisfactory evidence) to be a Vice President of **TRANSAMERICA INSURANCE COMPANY** the corporation whose name is affixed to the foregoing instrument; and duly acknowledged to me that he knows the seal of said Corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.



Hazel Yamasawa

Hazel Yamasawa, Notary Public
in and for the County of Los Angeles, California

BID, OFFER OR PROPOSAL FOR SALE OR LEASE OF MATERIALS

(Defined at I.C. 36-1-2-9.5)
(Please type or print)

Date: March 3, 1989
1. Governmental Unit: City of Fort Wayne - Dept. of Purchases
2. County: Allen
3. Bidder (Firm): Richard Ness Excav. & Trkg. Co., Inc.
Address: #1 Hitzfield St.
City/State: Huntington, IN
4. Telephone Number: 672- 3336 or 356-1150
5. Agent of Bidder (if applicable): - - -

Pursuant to notices given, the undersigned offers bid(s) to City of Fort Wayne (Gov-
ernmental Unit) in accordance with the following attachment(s) which specify the class or item number or
description, quantity, unit, unit price and total amount.

The contract will be awarded by classes or items, in accordance with specifications. Any changes or
omissions in the items specified will render such bid void as to that class or item. Bidder promises that
he will not offer nor received a less price than the price stated in his bid for the materials included in
his bid. Bidder further agrees that he will not withdraw his bid from the office in which it is filed. A
certified check or bond shall be filed with each bid if required, and liability for breach shall be enforce-
able upon the contract, the bond or certified check or both as the case may be.

Richard Ness
Signature of Bidder or Agent

BID OFFER OR PROPOSAL

Attach separate sheet listing each item bid based on specifications published by governing body.
Following is an example of the bid format:

Class or Item	Quantity	Unit	Description	Unit Price	Amount
See page PG-11 for each price & Total					

NON-COLLUSION AFFIDAVIT

STATE OF INDIANA)
) SS:
) Huntington COUNTY)

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other
person, representative, or agent of the firm, company, corporation or partnership represented by him,
entered into any combination, collusion or agreement with any person relative to the price to be bid by
him at such letting nor to prevent any person from bidding nor to induce anyone to refrain from bidding,
that this bid is made without reference to any other bid and without any agreement, understanding or
collusion with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly
or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

Richard Ness Excav. & Trkg. Co., Inc.
Bidder (Firm)

Richard Ness
Signature of Bidder or Agent

Subscribed and sworn to before me this 3rd day of March, 19 89.

Commission Expires: Dec. 5, 1990
City of Residence: Huntington

Keith E. Steele
Notary Public

Keith E. Steele
Notary Public Printed Name

ACCEPTANCE

There now being sufficient unobligated appropriated funds available, the contracting authority of
City of Fort Wayne (Governmental Unit) hereby accepts the terms of the attached bid for
the class or items numbered and promises to pay the undersigned bidder upon delivery the price
bid for the materials stipulated in said bid.

Contracting Authority Members:

Date:

INVITATION TO BID
DEPARTMENT OF PURCHASING
CITY OF FORT WAYNE, ALLEN COUNTY, INDIANA
ONE MAIN STREET - ROOM 350
219-427-1101

BID OPENING DATE: 3-2-89 @ 11:00 AM BID REFERENCE # 1370

BIDS SHOULD BE DELIVERED TO DEPARTMENT OF PURCHASING, ROOM 350, CITY-COUNTY BUILDING UP TO 11:00 A. M., ON OR BEFORE OPENING DATE.

SEALED BIDS WILL BE OPENED PUBLICLY AT 11:01 A.M. IN THE BOARD OF WORKS AND SAFETY CONFERENCE ROOM ON THE THIRD FLOOR OF THE CITY-COUNTY BUILDING. "NO LATE BIDS WILL BE ACCEPTED AFTER 11:00 A.M. FOR ANY REASON WHATSOEVER."

THIS INVITATION FOR BID IS FOR the demolition and restoration of sixteen (16) +/- structures throughout the City of Fort Wayne

AND REQUESTED BY Safe Housing

PLEASE RETURN THIS FORM AND/OR ANY OF THE OTHER FORMS AS REQUESTED ON THE THE SHEET OF CONTENTS WITH YOUR SEALED BID.

THIS BID REQUIRES A XXXXXX 5% BID BOND, CERTIFIED CHECK, OR CASHIER'S CHECK OF ALL BIDDERS.

THIS BID REQUIRES A XXXXXX 100% PERFORMANCE BOND OF SUCCESSFUL BIDDER(S).

PROMPT PAYMENT DISCOUNTS WILL BE ALLOWED AS FOLLOWS: _____ % IF PAID WITHIN _____ DAYS.

THE CITY OF FORT WAYNE IS EXEMPT FROM FEDERAL EXCISE AND INDIANA STATE SALES TAX. THE CITY'S INDIANA SALES TAX EXEMPTION CERTIFICATE NUMBER IS 356-001-255-0013. PRICES SHOULD NOT INCLUDE THESE TAXES.

THE EXECUTION HEREOF BY THE BIDDER IS ACCEPTANCE OF ALL TERMS AND CONDITIONS HEREIN AND IN THAT REGARD THE BIDDER AGREES TO BE BOUND BY SAME AND BE BOUND TO THE AMOUNT OF HIS/HER BID FOR A PERIOD OF NINETY (90) DAYS.

FIRM NAME Ron Lutz Inc

STREET ADDRESS 5915 Bidmore

CITY FT WAYNE

BY Ronald Lutz PHONE 747-2716
REPRESENTATIVE SIGNATURE

CERTIFICATION OF BIDDER/VENDOR

The undersigned, on behalf of _____
_____, does hereby make the following representations
to the City of Fort Wayne, Indiana.

WHEREAS, it is acknowledged that the Common Council
of the City of Fort Wayne, Indiana, has passed an ordinance con-
demning the apartheid policies of the country of South Africa;

WHEREAS, Council's ordinance requires that all persons,
firms or corporations submitting bids to the City, for goods and
services, certify, as part of the bid, that such entity does not
support the policies of apartheid in South Africa.

The undersigned states, on behalf of _____
_____, that _____
does not support or endorse the policy of apartheid in South Africa.

IN WITNESS WHEREOF, this Certification has been signed
this _____ day of _____, 19____.

(Name of Bidder/Vendor)

(Name and Title of Person Signing)

THE BIDDER HEREBY ACKNOWLEDGES AND AGREES TO THE FOLLOWING SPECIFICATIONS:

- A. 1. The contractor shall, at his/her own expense, secure and pay to the appropriate department of the local government, the fees or charges for all permits required for demolition, sidewalks, sheds, pavement cuts and repaving of streets and sidewalks, and all other building, electrical, plumbing, gas and sewer permits necessary under the local regulatory body or any of its agencies.
2. Wages paid on the project shall not be less than the scale determined by law. The contractor shall submit weekly, a duplicate copy of his/her payroll, for the duration of the job, to the Administrator of Safe Housing and Building Standards, to substantiate the payment of the wage scale.
- B. The contractor shall comply with the applicable laws and ordinances governing the disposal of materials, debris, rubbish and trash on or off the area and shall commit no trespass on any public or private property in any operation due to or connected with the demolition and site clearance.
- C. The bidder must state how soon he/she can begin work, after the award of the contract. Within _____ days.
- D. The Safe Housing Enforcement Manager, shall be notified on the date of the start of demolition of each structure, and each structure shall be removed and site property cleared within five (5) calendar days after starting date on that structure. For failure to comply, the contractor will pay five percent (5%) of the bid price per day per parcel as liquidated damages for each day that the work is not completed beyond five (5) days from the beginning of demolition of each structure, unless proper written approval of a longer completion period is obtained from the Safe Housing Enforcement Department Administrator.
- E. The contractor hereby agrees to the following details regarding the demolition of the above structures:
1. Demolish and remove all building and appurtenances thereto. After demolition is started the Contractor is to work on it continuously until completion unless otherwise stated in writing by the Safe Housing and Building Standards Administrator.
2. Maintain control over operations to eliminate hazards to area residents. Nails and other tire puncturing items shall not be dropped on streets, alleys and adjacent property. Existing public streets, curbs and sidewalks shall be protected from damage as much as possible. When possible, the contractor shall enter the properties to be cleared from the

BID REFERENCE #1370

Department of Safe Housing and Building Standards

Demolition and lot restoration

Bid Price Totals

<u>ADDRESS</u>	<u>STRUCTURE</u>	<u>COST OF DEMOLITION</u>	<u>COST OF LOT RESTORATION</u>
2934 S Barr	House	\$ 2450 ⁰⁰	\$ 250 ⁰⁰
23804 Covington Rd	House	\$ 800 ⁰⁰	\$ 150 ⁰⁰
802 Hamilton	Garage	\$ —	\$ —
1308 S Hanna	House	\$ 1575 ⁰⁰	\$ 250 ⁰⁰
3020 S Hanna	Garage	\$ —	\$ —
2914 Holton	House & Garage	\$ 2450 ⁰⁰	\$ 250 ⁰⁰
821 E Lewis	House	\$ 2900	\$ 250 ⁰⁰
1216 McCulloch	House	\$ 2275 ⁰⁰	\$ 200 ⁰⁰
410 E Masterson	House & Garage	\$ 2250 ⁰⁰	\$ 200 ⁰⁰
1329 E Pontiac	House	\$ 2375 ⁰⁰	\$ 250 ⁰⁰
2026 Reidmiller	House	\$ 3200 ⁰⁰	\$ 250 ⁰⁰
13227 Rodgers	House	\$ 950 ⁰⁰	\$ 150 ⁰⁰
12213 Smith	House	\$ 2875 ⁰⁰	\$ 250 ⁰⁰
13031 Smith	House & Garage	\$ 2850 ⁰⁰	\$ 250 ⁰⁰
1309 Woodbine Place	House	\$ 2300 ⁰⁰	\$ 250 ⁰⁰
1002 E Washington	House	\$ 2900 ⁰⁰	\$ 250 ⁰⁰
	TOTALS	\$ 22725 ⁰⁰	\$ 3175 ⁰⁰

AMERICAN STATES INSURANCE COMPANY

INDIANAPOLIS, INDIANA

BID OR PROPOSAL BOND

Know all Men by these Presents,

That we, Ron Lunz Excavating, Inc.

of Fort Wayne, Indiana (hereinafter called the Principal),
as Principal, and AMERICAN STATES INSURANCE COMPANY (hereinafter called the
Surety), as Surety, are held and firmly bound unto the City of Fort Wayne

(hereinafter called the Obligee) in the penal sum of One Thousand Seven Hundred Ninety
Five Dollars (\$ 1,795.00) for the payment of which the Principal
and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly
and severally, firmly by these presents.

SIGNED and SEALED this 2 day of March 1989.

THE CONDITION OF THIS OBLIGATION IS SUCH, That, whereas the Principal
has submitted or is about to submit a proposal to the Obligee on a contract for _____
Demolition of 14 Structures

NOW, THEREFORE, if the said contract be timely awarded to the Principal and the Princi-
pal shall, within such time as may be specified, enter into the contract in writing, and give bond, if
bond be required, with surety acceptable to the Obligee for the faithful performance of the said con-
tract, then this obligation shall be void; otherwise to remain in full force and effect.

Ronald Lunz
President - Ron Lunz Excavating, Inc.

AMERICAN STATES INSURANCE COMPANY

By James T. [Signature]

Attorney-in-Fact

GENERAL POWER OF ATTORNEY

American States Insurance Company

INDIANAPOLIS, INDIANA

KNOW ALL MEN BY THESE PRESENTS, that American States Insurance Company, a Corporation duly organized and existing under the laws of the State of Indiana, and having its principal office in the City of Indianapolis, Indiana, hath made, constituted and appointed, and does by

these presents make, constitute and appoint _____

-----JIMMIE T. IMEL AND SHIRLEY ANN IMEL-----

(Jointly or Severally)

of Fort Wayne and State of Indiana
its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and

deliver any and all bonds, recognizances, contracts of indemnity and other conditional or obligatory undertakings, provided,

however, that the penal sum of any one such instrument executed hereunder shall

not exceed ONE HUNDRED THOUSAND AND NO/100 (\$100,000.00) DOLLARS-----

and to bind the Corporation thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the common seal of the Corporation and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. This Power of Attorney is executed and may be revoked pursuant to and by authority granted by Section 7.07 of the By-Laws of the American States Insurance Company, which reads as follows:

"The Chairman of the Board, the President or any Vice-President shall have power, by and with the concurrence with the Secretary or any Assistant Secretary of the Corporation, to appoint Resident Vice-Presidents, Resident Assistant Secretaries and Attorneys-in-Fact as the business of the Corporation may require or to authorize any one of such persons to execute, on behalf of the Corporation, any bonds, recognizances, stipulations and undertakings, whether by way of surety or otherwise"

IN WITNESS WHEREOF, American States Insurance Company has caused these presents to be signed by its Vice-President, attested by its

Assistant Secretary and its corporate seal to be hereto affixed this 15th day of April

A. D. 19 81

(SEAL)

ATTEST:

STATE OF INDIANA }
COUNTY OF MARION } SS:

Assistant Secretary

AMERICAN STATES INSURANCE COMPANY

By

Assistant Vice-President

On this 15th day of April, A. D., 19 81, before me personally came

Alanson T. Abel

, to me known, who being by me duly sworn, acknowledged the execution of the above instrument and did depose and say: that he is a Vice-President of American States Insurance Company; that he knows the seal of said Corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of the Board of Directors of said Corporation; and that he signed his name thereto under like authority. And said

Alanson T. Abel further said that he is acquainted with Thomas M. Ober and knows him to be the Assistant Secretary of said Corporation; and that he executed the above instrument.

MY COMMISSION EXPIRES

February 14, 1984

My Commission Expires

STATE OF INDIANA }
COUNTY OF MARION } SS:

Notary Public

I, Thomas M. Ober, the Assistant Secretary of AMERICAN STATES INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said AMERICAN STATES INSURANCE COMPANY, which is still in full force and effect.

This Certificate may be signed and sealed by facsimile under and by the authority of Section 8.03 of the By-Laws of AMERICAN STATES INSURANCE COMPANY which reads as follows:

"All policies and other instruments of insurance issued by the Corporation shall be signed on behalf of the Corporation by the president or a vice-president and the secretary or an assistant secretary, whose signatures, if the instrument is duly countersigned by an authorized representative of the Corporation, may be facsimiles. Such signatures and facsimiles thereof shall be authorized and binding upon the Corporation notwithstanding the fact that any such officer shall have ceased to be such officer at the time such policy or other instrument of insurance shall have been actually issued by the Corporation."

In witness whereof, I have hereunto set my hand and affixed the seal of said Corporation, this 2 day of March

A. D., 19 89

(SEAL)

Form 9-1459 (8-80)

Assistant Secretary

BID, OFFER OR PROPOSAL FOR SALE OR LEASE OF MATERIALS

(Defined at I.C. 36-1-2-9.5)
(Please type or print)

- Date: _____
1. Governmental Unit: _____
2. County: _____
3. Bidder (Firm): _____
Address: _____
City/State: _____
4. Telephone Number: _____
5. Agent of Bidder (if applicable): _____

Pursuant to notices given, the undersigned offers bid(s) to _____ (Gov-
mental Unit) in accordance with the following attachment(s) which specify the class or item number or
cription, quantity, unit, unit price and total amount.

The contract will be awarded by classes or items, in accordance with specifications. Any changes or
erations in the items specified will render such bid void as to that class or item. Bidder promises that
has not offered nor received a less price than the price stated in his bid for the materials included in
d bid. Bidder further agrees that he will not withdraw his bid from the office in which it is filed. A
fled check or bond shall be filed with each bid if required, and liability for breach shall be enforce-
e upon the contract, the bond or certified check or both as the case may be.

Signature of Bidder or Agent

BID OFFER OR PROPOSAL

Attach separate sheet listing each item bid based on specifications published by governing body.
Following is an example of the bid format:

Class or Item	Quantity	Unit	Description	Unit Price	Amount

NON-COLLUSION AFFIDAVIT

STATE OF INDIANA)
) SS:
_____) COUNTY)

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other
er, representative, or agent of the firm, company, corporation or partnership represented by him,
red into any combination, collusion or agreement with any person relative to the price to be bid by
me at such letting nor to prevent any person from bidding nor to induce anyone to refrain from bidding,
that this bid is made without reference to any other bid and without any agreement, understanding or
ination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly
ndirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

Roehl Inc
Bidder (Firm)
[Signature]
Signature of Bidder or Agent

Subscribed and sworn to before me this 2 day of March, 1988.

Commission Expires: 8-7-91
City of Residence: Allen

Karen S. Perkins
Notary Public

Karen S. Perkins
Notary Public Printed Name

ACCEPTANCE

There now being sufficient unbilled appropriated funds available, the contracting authority of
____ (Governmental Unit) hereby accepts the terms of the attached bid for
ses or items numbered _____ and promises to pay the undersigned bidder upon delivery the price
ed for the materials stipulated in said bid.

Contracting Authority Members:

Date: _____

Read the first time in full and on motion by Henry, seconded by Salmon, and duly adopted, read the second time by title and referred to the Committee on Finance (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Conference Room 128, City-County Building, Fort Wayne, Indiana, on _____, the _____, day of _____, 19____, at _____ o'clock _____ M., E.S.T.

DATED: 3-27-89

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Henry, seconded by Salmon, and duly adopted, placed on its passage. PASSED ~~1st~~ by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT
TOTAL VOTES	<u>9</u>			
BRADBURY	<u>✓</u>			
BURNS	<u>✓</u>			
GiaQUINTA	<u>✓</u>			
HENRY	<u>✓</u>			
LONG	<u>✓</u>			
REDD	<u>✓</u>			
SCHMIDT	<u>✓</u>			
STIER	<u>✓</u>			
TALARICO	<u>✓</u>			

DATED: 4-11-89

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL)

(SPECIAL) (ZONING MAP) ORDINANCE RESOLUTION NO. D-64-89

on the 11th day of April, 1989,

Sandra E. Kennedy ATTEST
SANDRA E. KENNEDY, CITY CLERK

SEAL
Charles S. Reed
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 12th day of April, 1989, at the hour of 1:30 o'clock P. M., E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 19th day of April, 1989, at the hour of 4:45 o'clock P. M., E.S.T.

Paul Helmke
PAUL HELMKE, MAYOR

DIGEST SHEET

TITLE OF ORDINANCE: SPECIAL

J-89-03-14

DEPARTMENT REQUESTING ORDINANCE: PURCHASING

SYNOPSIS OF ORDINANCE: AN ORDINANCE APPROVING THE AWARD OF REFERENCE NO. 1370 WITH RESPECT TO THE DEMOLITION AND LOT RESTORATION OF (14) HOUSES AND (3) GARAGES FOR NEIGHBORHOOD ENFORCEMENT CODE DIVISION. THE COST REFLECTS THE LOWEST AND MOST RESPONSIVE BIDDERS.

EFFECT OF PASSAGE: CITY NEIGHBORHOODS WILL BENEFIT AS A NUMBER OF UNSAFE AND UNSIGHTLY STRUCTURES WILL BE ELIMINATED.

EFFECT OF NON-PASSAGE: THERE WILL BE A CONTINUATION OF UNSAFE AND UNSIGHTLY STRUCTURES BLIGHTING THE NEIGHBORHOODS IN AND AROUND THE CITY OF FORT WAYNE.

MONEY INVOLVED:	RON LUNZ	\$ 925.00
	JACKSON WRECKING	\$8,842.00
	RICHARD NESS	\$13,069.00

SOURCE OF FUNDING: NEIGHBORHOOD ENFORCEMENT CODE DIV.
FUND LINE: 174-008-UBF4-4415

ASSIGNED TO COMMITTEE:

BILL NO. S-89-03-14

REPORT OF THE COMMITTEE ON FINANCE

THOMAS C. HENRY, CHAIRMAN
MARK E. GIAQUINTA, VICE CHAIRMAN
BRADBURY, SCHMIDT, STIER

WE, YOUR COMMITTEE ON FINANCE TO WHOM WAS

REFERRED AN (ORDINANCE) (~~RESOLUTION~~) approving the awarding
of Reference #1370 by the City of Fort Wayne, Indiana, by and
through its Department of Purchasing and JACKSON WRECKING CO.,
RICHARD NESS EXCAV. & TRKG. CO., INC. AND RON LUNZ, INC. for
the Neighborhood Enforcement Code Division

HAVE HAD SAID (ORDINANCE) (~~RESOLUTION~~) UNDER CONSIDERATION AND
BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID

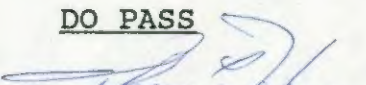
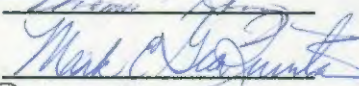
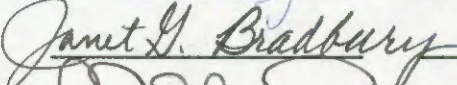
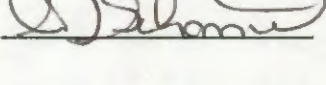
(ORDINANCE) (~~RESOLUTION~~)X _____

DO PASS

DO NOT PASS

ABSTAIN

NO REC

	_____	_____	_____
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_____	_____	_____	_____

DATED: 4-11-89.

Sandra E. Kennedy
City Clerk